G. R. S. (X 5)

Previous references

File No 441.

1920.

Serial Nos

1 - 2

Late references

GENERAL AND REVENUE SECRETARIAT

Serial Nos

Part B for April 11

SUBJECT

Lease of Jari Kuruvai Nanjai and Karumpu villages of Nidukottai taluk Madura D. to be by the Devaswaya Board.

G. R S. 11] 1921.

GENERAL AND REVENUE SECRETARIAT.

(Mysore)

NOTES.

File No 641
Rev

FILE HEADING

Lease of Jari mane Rights in Kambalu Villages of Nelakottai Taluk, Madura District, belonging to the Vyasarajaswami Mutt in H

From

The Huzur Secretary to Government,

No. 279 Dated 10.3.1921 Received 11 Mar 21

Diary No. 1871 | Enclos — Spare Copies — | Serial No 1

BRIEF ABSTRACT OF LETTER.

Recommended for sanction, Fee etc. in the case of the Lease of the Said Villages to the Sri Sachchidananda Sanctioned in G.O. No. 2146 S dy 18.2.1921 for the grant of a fresh Lease for 20 [illegible]

NOTES AND ORDERS.

Sh. Mudaliar

NOTES—First Sheet.

General and Revenue Secretariat.

Army File No. 441 of 19 20

Serial No.

A Offr Jo. Sanctioning the Army Supdt's recommendation, is submitted for appl. or other orders.

22.3.21 24.3.21

Secy)

Secd Member 31/3/21

4992-B. 1.4.21

Secy approves

Rec'd 2.4.21.

2/4/21

2-4.

2 To, Army Supdt of Accts

No 3,189 dt 24.3.21

Sanctions the Army Supdt's

to release out the

to distribute

the Offrs of

the

Subordinate

NOTE—Contn. sheet.

DIARY No

19 <.19

20

OFFICE OF THE
MUZRAI SUPERINTENDENT
IN MYSORE.

NOTE RC 279 of 20-21
16th March 1921

SUBJECT:-- Lease of Jari Inam Aiyyur and Errampatty villages of Nelakottai Taluk, Madura District, belonging to Sri Vyasarayaswami Matt, at Sosale, T. Narasipur Taluk, Mysore District.

* * * * *

As per Government Order No. 2144-5/Muz. 266-13-2 dated 18th February 1914, the above said villages were leased out to one Rathangapuram Subbachar, son of Sri Vidyasamudra Teertha Sreepadangalavaru, one of the Matadhipaties of Sri Vyasarayaswami Mut for Rs 1,500/- per annum on the conditions that he should (1) surrender possession of certain lands in Arapalyam village included in Madura Municipality which were then in his possession; (2) get back Aiyyur and Errampatty villages from Sheshadri Narasimh Char to whom the Swamigalavaru had given them on long lease, but who in his turn had leased his right to Subbachar who claimed Rs 13,000/- against the Mutt.

2. A lease deed was executed on 25th

GPS—600—17 2 14

25th March 1914. The lessee appointed one V.S. Ramachandra Rao as his agent on 26th March 1914 and gave him a power of attorney to do every thing needful under the lease deed. The rent due was being paid at irregular intervals till 1917 and no payments have been received since.

3 The anicuts irrigating the lands in the villages, which were in a poor condition for want of timely repairs gave way in 1916 on account of heavy floods in the Sattiar river giving rise to great difficulties in collection. The lessee executed certain repairs without previous sanction and is claiming to be reimbursed therefor.

4 A sum of Rs. 6,110/- was found due on 5th August 1920 on account of rent with Rs. 2,325/- as interest. The lessee claims a refund of Rs. 3,196-4-3 (i) for having carried out some repairs; (ii) for arranging for land survey and (iii) for expenses incurred in connection with a criminal case which was instituted in 1916 as an offshoot of the said repairs etc. The recovery of the arrears will form the subject of a separate communication.

5 The lease was given in 1914 to R. Subbachar at concessional rates, because he was the son of a former Sarvadhikari and certain duties devolved upon him in connection with the lease as specified above and all possible endeavour was

was shown him in the matter of the recovery of rent. Nevertheless he has failed to pay the rent in full. While the cancellation of the lease was being considered, he (Subbachar) prayed for some time for the payment of the arrears and he was given time till the end of the period of the lease, i.e. end of 1923, and was required to make satisfactory arrangements for, the management of the estates, for making regular payments of gutta amounts and for furnishing sufficient and substantial security for carrying out the terms of the lease, but he did not do any of these things. So; the cancellation of his lease and the grant of a fresh one to some others are necessary.

6 Applications for the lease of the said villages have been received from:--

(1) Subba Naidu,

(2) G. Ramakrishna Naidu, and

(3) H. Krishnachariya.

The first and the second reside in the villages in question while the third lives in Madura town. As it was consider-ed very desirable that the villages should if possible be leased to one living there-in, the first two were asked to appear before me. Only Subba Naidu put in his appearance.

7 He agrees to take a lease of the following terms:--

(1) That he shall pay a rent of Rs. 1,600/- per year

(2) that he would keep a deposit of one year's rental as advance,

(3) that he would pay Rs. 1,000/- towards arrears of gutta realisable from the ryots recovering the same from them thereafter,

(4) that he would help the Mutt to obtain possession of Inam Sirnampatti village, and

(5) that he would carry out the annual maintenance and other repairs of the irrigation sources of the two villages in accordance with the conditions laid down in R. Subbachar's lease of 1914.

The terms referred to of this lease are to the following effect:--

"Those repairs to the tank, channel and bund, which are to be done by the Kudighal (ryots) will be got done by them. The remaining will be done by the lessee. Permanent repairs requiring the use of bricks, chunam and stones etc. will be executed after obtaining the written consent of the Mutt or the Nazrai Superintendent and that no claim for damages will be set up if the consent is not got in time or the repairs are not executed in time. The decision of the Nazrai Superintendent is final in this matter. Except for funds for permanent restoration of the anicuts, all other masonry repairs are to be done at the cost of the Mutt and the lessee in equal shares".

3.

In this office No. R.C. 279 of 1920-21 dated 8th January 1921, a -- vigyapanapatrika was sent to the Swamigalu Sree Vidyavaridhi Theertha Sree Padangalavaru setting out all the above said facts and he has conveyed in his Rayasa No. 126 dated 13th January 1921 his consent to the above arrangement.

Subba Naidu of Vadagapatti, Melakottai Taluk, in his petition dated 21st February 1921 prays for the early grant of the lease. It is ascertained that he is sufficiently solvent.

Under these circumstances I beg to recommend the grant of a lease of the villages in question to the said Subba Naidu on the conditions specified above and solicit the early sanction of -- Government.

Muzrai Superintendent.

Proceedings of the Government of H. H.

the Maharaja of Mysore.

Read:--

Government Proceedings No.2144-5/Muz. 266-10-2 dated 10th February 1914, passing orders re the lease of Jari Inam in Aiyyur and Erampatty villages of Melakottai Taluk, Madura District, belonging to Sri Vyasaraya Swami Mutt.

(2) Note No.R.C.279 dated 10th March 1921, from the Muzrai Superintendent in --- Mysore on the subject.

Order No. 3489-90
Muz. 6 41-- 2.

Dated Bangalore, the ~~October~~ 7th April 1921.

In Government order dated 10th - - - February 1914, read above, the Inam villages of Aiyyur and Erampatty in Melakottai Taluk, Madura District, were leased out to Rathinga puram Suobachar for a period of 10 years on an annual rental of Rs.1,500/-.

2. The Muzrai Superintendent reports that the lessee who was very irregular in - the delivery of the stipulated quota, latterly stopped payment altogether, and that he -- has also committed other irregularities and that consequently, the cancellation of the -- said Suobachar's lease and the grant of a - fresh one to some others, are ~~now~~ quite necessary. He recommends that as agreed to by the Samudaya of the Mutt, the villages in question may be leased out to Suoba Naidu --

of Vadagapatti, Melakottai Taluk, for a period of 10 years commencing from Fasli 1350-51 on the conditions specified below:--

(1) that he should pay a rent of ----- Rs.1,600/- a year;

(2) that he should make a deposit of -- one year's rental, the Savings -- Bank rate of interest being allowed on the deposit;

(3) that he should pay in one lump the entire arrears of Kandayam that are outstanding in the two villages, the same being recovered by himself from the ryots later, if recoverable, and that he shall otherwise bear the loss arising therefrom;

(4) that he should render all possible help to the Matha in its endeavour to get back the adjoining village of Srimampatti which is said to have been once in the enjoyment of the Matha as Inam,

(5) that he should carry out the annual maintenance and other repairs of the irrigation sources of the two villages in accordance with the conditions laid down in R.Subbachar's lease of 1914,

2. Under the circumstances reported Government are pleased to sanction the Huzrat Superintendent's recommendation to lease out the Inam villages in question to Subba Naidu, subject to the conditions specified above.

3. The Huzrat Superintendent is requested to obtain the necessary documents from the lessee.

Rues

4. The submission of the further report regarding the recovery of the arrears of lease amount due by Subbachar -- referred to in para 4 of the Superintendent's

Note should be expedited.

31/3/21

Secretary to Government,

Mazrai Department.

To

The Mazrai Superintendent in Mysore.

The Comptroller to Government.

HRR.